

616560045

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

March 15, 1995

RECORDATION NO. 18827-G+H
FILED 102

MAR 15 1995 11:22 AM

INTERSTATE COMMERCE COMMISSION

RECEIVED
MAR 15 1995

MAR 15 1995

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) executed copies of an Amendment to Security Agreement, dated as of March 15, 1995, and a Supplement No. 5 to Assignment and Security Agreement (Chattel Mortgage), dated as of March 15, 1995, both secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relate to the Security Agreement dated as of May 31, 1994 duly filed June 1, 1994 under Recordation Number 18827.

The names and addresses of the parties to the enclosed documents are:

Debtor: ACF Industries, Incorporated
3301 Rider Trail South
Earth City, Missouri 63045

Secured Party: Fleet Bank
56 East 42nd Street
New York, New York 10017

A description of the railroad equipment being RELEASED from the Security Agreement is set forth on Schedule I attached to Supplement No. 5 and the equipment being ADDED to the Security Agreement is set forth in Schedule II attached to Supplement No. 5.

Counters parts -

Mr. Vernon A. Williams
March 15, 1995
Page 2

Also enclosed is a check in the amount of \$42.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Robert W. Alvord", written in black ink.

Robert W. Alvord

RWA/bg
Enclosures



Interstate Commerce Commission
Washington, D.C. 20423-0001

3/15/95

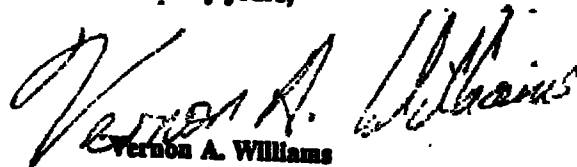
Office Of The Secretary

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC. 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/15/95 at 11:50AM , and assigned recordation number(s). 18827-G and H.

Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

(0100560045)

\$ 42.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature 

RECORDATION NO. 18827-H

MAR 15 1995 11:00 AM

INTERNATIONAL RECORDING CORPORATION

**SUPPLEMENT NO. 5
TO ASSIGNMENT AND SECURITY AGREEMENT
(CHATTEL MORTGAGE)**

SUPPLEMENT No. 5 to the ASSIGNMENT AND SECURITY AGREEMENT (CHATTEL MORTGAGE) dated as of May 31, 1994, as amended by the Amendment to Security Agreement dated as of the date hereof (the "Security Agreement"), by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and FLEET BANK, a New York banking corporation (the "Secured Party").

1. This Supplement is executed and delivered pursuant to the Security Agreement in order to: (i) release from the Secured Party's Lien created under the Security Agreement certain of the Collateral which the Debtor has assigned and granted a security interest in to the Secured Party, and (ii) more particularly identify certain of the Collateral which the Debtor has assigned and granted, or does hereby assign and grant, a security interest in and to the Secured Party, and to confirm the assignment under, and security interest created by, the Security Agreement with respect to such Collateral. Any term defined in the Security Agreement (or in the Credit Agreement referred to therein) and used herein shall have the meaning as defined therein.

2. The Collateral is hereby amended by deleting therefrom, and the Secured Party hereby releases, and terminates its Lien on and security interest in, and all of its right, title and interest, in and to, the following properties described in paragraphs 2(a) and 2(b) hereof and all Proceeds thereof:

(a) all those certain railroad tank cars and covered hopper cars described on Schedule I hereto (collectively, the "Released Equipment"), together with all accessories, equipment, parts and appurtenances appertaining or attached to any such Equipment, whether now owned or at any time hereafter acquired by the Debtor, and all substitutions for, replacements of, and additions, improvements and accumulations to, any and all of said Released Equipment, together with all rents, issues, income, profits and avails therefrom and any and all Mileage Credits relating thereto and any and all Proceeds thereof.

(b) All right, title and interest of the Debtor in and to each and every lease (whether or not such lease is in writing or is for a term certain, including, without

limitation, per diem leases), now or hereafter existing, relating to, but only to the extent relating to, the Released Equipment described in paragraph 2(a) hereof, including, without limitation, the leases specified on Schedule I hereto (each such lease, including all amendments, riders supplements, other modifications and schedules thereto, a "Released Lease"), and including, without limitation, the immediate and continuing right to collect and receive any and all payments due or to become due under any Released Lease, whether as contractual obligations, damages or otherwise (to the extent such payments are derived from the Released Equipment) and all Proceeds of any thereof.

3. The Debtor has transferred, conveyed, warranted, mortgaged, delivered, pledged, assigned and granted to the Secured Party, its successors and assigns, and does hereby transfer, convey, warrant, mortgage, deliver, pledge, assign and grant to the Secured Party a security interest in, in each case pursuant to the Security Agreement and as collateral security for payment and performance of the Obligations, all and singular of the Debtor's rights, title and interest in and to the following Collateral described in paragraphs 3(a) and 3(b) hereof and all Proceeds thereof:

(a) All those certain railroad tank cars and covered hopper cars described on Schedule II hereto and made a part hereof (individually, an Item of Equipment, and collectively constituting Equipment, for purposes of the Security Agreement), together with all accessories, equipment, parts and appurtenances appertaining or attached to any such Equipment, whether now owned or at any time hereafter acquired by the Debtor, and all substitutions, replacements of, and additions, improvements and accumulations to, any and all of said Equipment, together with all rents, issues, income, profits and avails therefrom and any and all Mileage Credits relating thereto and any and all Proceeds thereof.

(b) All right, title and interest of the Debtor in and to each and every Lease (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases), now or hereafter existing, relating to, but only to the extent relating to, the Equipment described in paragraph 3(a) hereof, including, without limitation, the leases specified on Schedule II hereto (each such lease, including all amendments, supplements and schedules thereto, constituting an Assigned Lease for purposes of the Security Agreement), and including, without limitation, the immediate and continuing right to collect and receive any and all payments due or to become due under any Assigned

Lease, whether as contractual obligations, damages or otherwise (to the extent such payments are derived from the Equipment) and all Proceeds of any thereof (such payments constituting Assigned Lease Proceeds for purposes of the Security Agreement), and otherwise in accordance with the provisions of the Security Agreement.

4. All provisions of the Security Agreement are hereby incorporated in this Supplement and made a part hereof. Schedule I hereto shall be deemed a deletion from, and the properties described in paragraphs 2(a) and 2(b) hereof shall cease to be a part of, Schedule I to the Security Agreement. Schedule II hereto shall be deemed an addition to, and the properties described in paragraphs 3(a) and 3(b) hereof shall become part of, Schedule I to the Security Agreement. By their execution and delivery of this Supplement, the parties hereto hereby reaffirm all of the provisions of the Security Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of this 15th day of March, 1995.

ACF INDUSTRIES, INCORPORATED

By: 

Name: Robert J. Mitchell

Title: Senior Vice President
Finance

FLEET BANK

By: 

Name: John M. Tushy

Title: Assistant Vice President

[Signature Page to Supplement No. 5 to Fleet Security Agreement]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 14th day of March, 1995, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that he resides at Woodbury, New York and is Senior Vice President Finance of ACF INDUSTRIES, INCORPORATED; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

ALICE BLUMBERG
Notary Public, State of New York
No. 01BL5026266
Qualified in New York County
Commission Expires April 18, 1996

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 14th day of March, 1995, before me, personally appeared John M. Tuohy, to me known, who being by me duly sworn, says that he resides at New York, New York and is Assistant Vice President of FLEET BANK; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

ALICE BLUMBERG
Notary Public, State of New York
No. 01BL5026266
Qualified in New York County
Commission Expires April 18, 1996

09-Mar-95

(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

Lessee	Contract/ Rider	Car Ident	Total Cars
AMERIGAS PROPANE, INC.	5992	ACFX 17009	
	5992	ACFX 17042	
	5992	ACFX 17105	
	5992	ACFX 17109	
	5992	ACFX 17142	
	5992	ACFX 17153	
	5992	ACFX 17157	
	5992	ACFX 17176	
	5992	ACFX 17177	
	5992	ACFX 17178	
	5992	ACFX 17195	
	5992	ACFX 17199	
	5992	ACFX 17266	
	5992	ACFX 17441	
	5992	ACFX 17749	
	6043	ACFX 17000	
	6043	ACFX 17013	
	6043	ACFX 17022	
	6043	ACFX 17026	
	6043	ACFX 17086	
	6043	ACFX 17120	
	6043	ACFX 17121	
	6043	ACFX 17144	
	6043	ACFX 17152	
	6043	ACFX 17181	
	6043	ACFX 17185	
	6043	ACFX 17186	
	6043	ACFX 17262	
	6043	ACFX 17369	
	6043	ACFX 17499	
	6043	ACFX 18584	
	6043	ACFX 18848	
	6043	ACFX 18979	
AMERIGAS PROPANE, INC.			33
FARMLAND INDUSTRIES INC	46250031	ACFX 18851	
	46250031	ACFX 80107	
	46250031	ACFX 80109	
	46250031	ACFX 80113	
	46250031	ACFX 80114	
	46250031	ACFX 80115	
	46250031	ACFX 80116	
	46250031	ACFX 80117	
	46250031	ACFX 80119	
FARMLAND INDUSTRIES INC	46250031	ACFX 80123	10

09-Mar-95

(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

Lessee	Contract/ Rider	Car Ident	Total Cars
PETROMONT AND COMPANY	4792	ACFX 17209	
	4792	ACFX 17214	
	4792	ACFX 17217	
	4792	ACFX 17517	
	4792	ACFX 17527	
	4792	ACFX 17628	
	4792	ACFX 17659	
	4792	ACFX 17660	
	4792	ACFX 17760	
	4792	ACFX 17767	
	4792	ACFX 17769	
	4792	ACFX 17771	
	4792	ACFX 17816	
	4792	ACFX 17818	
	4792	ACFX 17823	
	4792	ACFX 17826	
	4792	ACFX 17842	
	4792	ACFX 17851	
	4792	ACFX 17856	
	4792	ACFX 17857	
	4792	ACFX 17864	
	4792	ACFX 17867	
	4792	ACFX 17871	
	4792	ACFX 17879	
PETROMONT AND COMPANY			24
ELF ATOCHEM NORTH AMERICA	1835	ACFX 19838	
	1835	ACFX 19858	
	4007	ACFX 19227	
	4007	ACFX 19229	
	4007	ACFX 19230	
	4007	ACFX 19232	
	4007	ACFX 19234	
	4007	ACFX 19235	
	4007	ACFX 19236	
	4007	ACFX 19237	
	4007	ACFX 19239	
	4007	ACFX 19241	
	4007	ACFX 19243	
	4007	ACFX 19245	
	4007	ACFX 19249	
	4007	ACFX 19254	
	4007	ACFX 19257	
	4007	ACFX 19259	
	4007	ACFX 19260	
	4007	ACFX 19262	
	4007	ACFX 19377	

09-Mar-95

(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

Lessee	Contract/ Rider	Car Ident	Total Cars
	4007	ACFX 19384	
	4007	ACFX 19417	
	7733	ACFX 85333	
	7733	ACFX 85334	
	7733	ACFX 85335	
	7733	ACFX 85337	
	9806	ACFX 85018	
	9806	ACFX 85037	
	9806	ACFX 85056	
ELF ATOCHEM NORTH AMERICA			30
GEORGIA-PACIFIC CORP.	8938	ACFX 85374	
	8938	ACFX 85376	
	8938	ACFX 85377	
	8938	ACFX 85379	
	8938	ACFX 85381	
	8938	ACFX 85382	
	8938	ACFX 85383	
GEORGIA-PACIFIC CORP.			7
SUN REFINING AND MARKETING	4779	ACFX 85106	
	4779	ACFX 85107	
	4779	ACFX 85108	
	4779	ACFX 85109	
	4779	ACFX 85110	
	4780	ACFX 85019	
	4780	ACFX 85029	
	4780	ACFX 85035	
SUN REFINING AND MARKETING			8
SUBURBAN PROPANE	5008	ACFX 17617	
	5681	ACFX 17510	
	5681	ACFX 17536	
	5681	ACFX 17565	
	5681	ACFX 17573	
	5681	ACFX 17633	
	5681	ACFX 17662	
	5764	ACFX 16923	
	5764	ACFX 17163	
	5764	ACFX 17172	
	5764	ACFX 17374	
	5764	ACFX 17548	
	7647	ACFX 17004	
	7888	ACFX 17083	
	7888	ACFX 17515	
	7888	ACFX 17644	
	7888	ACFX 17886	

09-Mar-95

(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

Lessee	Contract/ Rider	Car Ident	Total Cars
	8263	ACFX 17259	
	8263	ACFX 17293	
	9224	ACFX 17674	
SUBURBAN PROPANE			20
MARSULEX INC.	0545	ACFX 86203	
	0545	ACFX 86204	
	0545	ACFX 86205	
	0545	ACFX 86206	
	0545	ACFX 86207	
	0545	ACFX 86208	
	0545	ACFX 86209	
	0545	ACFX 86210	
	0545	ACFX 86211	
	0545	ACFX 86212	
	5728	ACFX 19233	
	5728	ACFX 19273	
	5728	ACFX 19274	
	5728	ACFX 19279	
	5728	ACFX 19409	
MARSULEX INC.			15
FERRELLGAS, L. P.	6002	ACFX 17015	
	6002	ACFX 17018	
	6002	ACFX 17019	
	6002	ACFX 17020	
	6002	ACFX 17025	
	6002	ACFX 17027	
FERRELLGAS, L. P.			6
MAGNESIUM CORPORATION	2472	ACFX 85707	
	2472	ACFX 85708	
	2472	ACFX 85730	
	2472	ACFX 85731	
	2472	ACFX 85732	
	2472	ACFX 85740	
	2472	ACFX 85741	
	2472	ACFX 85744	
	2472	ACFX 85745	
	2472	ACFX 85746	
	2472	ACFX 85747	
	2472	ACFX 85748	
	2472	ACFX 85750	
	2472	ACFX 85751	
	2472	ACFX 85753	
MAGNESIUM CORPORATION			15

09-Mar-95

(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

Lessee	Contract/ Rider	Car Ident	Total Cars
WESTLAKE MONOMERS CORP	58720002	ACFX 18739	
	58720002	ACFX 18741	
	58720002	ACFX 18742	
	58720002	ACFX 18743	
	58720002	ACFX 80193	
	58720002	ACFX 80199	
	58720002	ACFX 80200	
	58720002	ACFX 80202	
	58720002	ACFX 80205	
	58720002	ACFX 80214	
	58720002	ACFX 80215	
	58720002	ACFX 80217	
	58720002	ACFX 80219	
	58720002	ACFX 80288	
	58720002	ACFX 80296	
	58720002	ACFX 80297	
	58720002	ACFX 80298	
	58720002	ACFX 80300	
	58720002	ACFX 80302	
	58720002	ACFX 80357	
	58720002	ACFX 80365	
	58720002	ACFX 80366	
	58720002	ACFX 80367	
	58720002	ACFX 80368	
	58720002	ACFX 80370	
	58720002	ACFX 80372	
	58720002	ACFX 80387	
	58720002	ACFX 80405	
	58720002	ACFX 80411	
	58720002	ACFX 80413	
	58720002	ACFX 80414	
	58720002	ACFX 80415	
	58720002	ACFX 80418	
	58720002	ACFX 80419	
	58720002	ACFX 80420	
	58720002	ACFX 80425	
	58720002	ACFX 80435	
WESTLAKE MONOMERS CORP			37
TOTAL			205

08-Mar-95

(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

<u>Lessee</u>	<u>Contract/ Rider</u>	<u>Car Ident</u>	<u>Total Cars</u>
Fina Oil and Chemical Co	58570035	ACFX	69272
	58570035	ACFX	69273
	58570035	ACFX	69274
	58570035	ACFX	69275
	58570035	ACFX	69276
	58570035	ACFX	69277
	58570035	ACFX	69278
	58570035	ACFX	69279
	58570035	ACFX	69280
	58570035	ACFX	69281
	58570035	ACFX	69282
	58570035	ACFX	69283
	58570035	ACFX	69284
	58570035	ACFX	69285
	58570035	ACFX	69286
	58570035	ACFX	69287
	58570035	ACFX	69288
	58570035	ACFX	69289
	58570035	ACFX	69290
	58570035	ACFX	69291
	58570035	ACFX	69292
	58570035	ACFX	69293
	58570035	ACFX	69294
	58570035	ACFX	69295
	58570035	ACFX	69296
	58570035	ACFX	69297
	58570035	ACFX	69298
	58570035	ACFX	69299
	58570035	ACFX	69300
	58570035	ACFX	69301
	58570035	ACFX	69302
	58570035	ACFX	69303
	58570035	ACFX	69304
	58570035	ACFX	69305
	58570035	ACFX	69306
	58570035	ACFX	69307
	58570035	ACFX	69308
	58570035	ACFX	69309
	58570035	ACFX	69310
	58570035	ACFX	69311
	58570035	ACFX	69312
	58570035	ACFX	69313
	58570035	ACFX	69314
	58570035	ACFX	69315
	58570035	ACFX	69316
	58570035	ACFX	69317
	58570035	ACFX	69318
	58570035	ACFX	69319

08-Mar-95

(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

Lessee	Contract/ Rider	Car Ident	Total Cars
Fina Oil and Chemical Co	58570035	ACFX	69320
	58570035	ACFX	69321
	58570035	ACFX	69322
	58570035	ACFX	69323
	58570035	ACFX	69324
	58570035	ACFX	69325
	58570035	ACFX	69326
	58570035	ACFX	69327
	58570035	ACFX	69328
	58570035	ACFX	69329
	58570035	ACFX	69330
	58570035	ACFX	69331
	58570035	ACFX	69332
	58570035	ACFX	69333
	58570035	ACFX	69334
	58570035	ACFX	69335
	58570035	ACFX	69336
	58570035	ACFX	69337
	58570035	ACFX	69338
	58570035	ACFX	69339
	58570035	ACFX	69340
	58570035	ACFX	69341
	58570035	ACFX	69342
	58570035	ACFX	69343
	58570035	ACFX	69344
			73
Miles Inc.	6135	ACFX	69569
	6135	ACFX	69570
	6135	ACFX	69571
	6135	ACFX	69572
	6135	ACFX	69573
	6135	ACFX	69574
	6135	ACFX	69575
	6135	ACFX	69576
	6135	ACFX	69577
	6135	ACFX	69578
	6135	ACFX	69579
	6135	ACFX	69580
	6135	ACFX	69581
			13
Elf Atochem North America, Inc	50630008	ACFX	95663
	50630008	ACFX	95664
	50630008	ACFX	95665
	50630008	ACFX	95666
	50630008	ACFX	95667
	50630008	ACFX	95668

08-Mar-95

(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

<u>Lessee</u>	<u>Contract/ Rider</u>	<u>Car Ident</u>	<u>Total Cars</u>
	50630008	ACFX	95669
	50630008	ACFX	95670
	50630008	ACFX	95671
	50630008	ACFX	95672
	50630008	ACFX	95673
	50630008	ACFX	95674
	50630008	ACFX	95675
	50630008	ACFX	95676
	50630008	ACFX	95677
	50630008	ACFX	95678
	50630008	ACFX	95679
	50630008	ACFX	95680
	50630008	ACFX	95681
	50630008	ACFX	95682
	50630008	ACFX	95683
	50630008	ACFX	95684
	50630008	ACFX	95685
	50630008	ACFX	95686
	50630008	ACFX	95687
	50630008	ACFX	95688
	50630008	ACFX	95689
	50630008	ACFX	95690
	50630008	ACFX	95691
	50630008	ACFX	95692
	50630008	ACFX	95693
	50630008	ACFX	95694
	50630008	ACFX	95695
	50630008	ACFX	95696
	50630008	ACFX	95697
	50630008	ACFX	95698
	50630008	ACFX	95699
	50630008	ACFX	95700
Elf Atochem North America, Inc			38
Shell Oil Company	33400108	ACFX	69466
	33400108	ACFX	69484
	33400108	ACFX	69494
	33400108	ACFX	69495
	33400108	ACFX	69496
	33400108	ACFX	69497
	33400108	ACFX	69498
	33400108	ACFX	69499
	33400108	ACFX	69500
	33400108	ACFX	69501
	33400108	ACFX	69502
	33400108	ACFX	69503
	33400108	ACFX	69504
	33400108	ACFX	69505

08-Mar-95

(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

<u>Lessee</u>	<u>Contract/ Rider</u>	<u>Car Ident</u>	<u>Total Cars</u>
	33400108	ACFX	69506
	33400108	ACFX	69507
	33400108	ACFX	69508
	33400108	ACFX	69509
	33400108	ACFX	69510
	33400108	ACFX	69511
	33400109	ACFX	69512
	33400109	ACFX	69513
	33400109	ACFX	69514
	33400109	ACFX	69515
	33400109	ACFX	69516
	33400109	ACFX	69517
	33400109	ACFX	69518
	33400109	ACFX	69519
	33400109	ACFX	69520
	33400109	ACFX	69521
	33400109	ACFX	69522
	33400109	ACFX	69523
	33400109	ACFX	69524
	33400109	ACFX	69525
	33400109	ACFX	69526
	33400109	ACFX	69527
	33400109	ACFX	69528
	33400109	ACFX	69529
	33400109	ACFX	69530
	33400109	ACFX	69531
	33400109	ACFX	69532
	33400109	ACFX	69533
	33400109	ACFX	69534
	33400109	ACFX	69535
	33400109	ACFX	69536
	33400109	ACFX	69537
	33400109	ACFX	69538
	33400109	ACFX	69539
	33400109	ACFX	69540
	33400109	ACFX	69541
	33400109	ACFX	69542
	33400109	ACFX	69543
	33400109	ACFX	69544
	33400109	ACFX	69545
	33400109	ACFX	69546
	33400109	ACFX	69547
	33400109	ACFX	69548
	33400109	ACFX	69549
	33400109	ACFX	69550
	33400109	ACFX	69551
	33400109	ACFX	69552
	33400109	ACFX	69553

08-Mar-95

(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

<u>Lessee</u>	<u>Contract/ Rider</u>	<u>Car Ident</u>	<u>Total Cars</u>
	33400109	ACFX 69554	
	33400109	ACFX 69555	
	33400109	ACFX 69556	
	33400109	ACFX 69557	
	33400109	ACFX 69558	
	33400109	ACFX 69559	
	33400109	ACFX 69560	
	33400109	ACFX 69561	
Shell Oil Company			70
Total			194

09-Mar-95

(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

Lessee	Contract/ Rider	Car Ident	Total Cars
AG PROCESSING, INC.	08000K	ACFX 77611	
	08000K	ACFX 84206	
	08000K	ACFX 84753	
	08000K	ACFX 84788	
	08000K	ACFX 84884	
	08000K	ACFX 86631	
AG PROCESSING, INC.			6
FINA OIL AND CHEMICAL COMPANY	58570035	ACFX 69245	
	58570035	ACFX 69246	
	58570035	ACFX 69247	
	58570035	ACFX 69248	
	58570035	ACFX 69249	
	58570035	ACFX 69250	
	58570035	ACFX 69251	
	58570035	ACFX 69252	
	58570035	ACFX 69253	
	58570035	ACFX 69254	
	58570035	ACFX 69255	
	58570035	ACFX 69256	
	58570035	ACFX 69257	
	58570035	ACFX 69258	
	58570035	ACFX 69259	
	58570035	ACFX 69260	
	58570035	ACFX 69261	
	58570035	ACFX 69262	
	58570035	ACFX 69263	
	58570035	ACFX 69264	
	58570035	ACFX 69265	
	58570035	ACFX 69266	
	58570035	ACFX 69267	
	58570035	ACFX 69268	
	58570035	ACFX 69269	
	58570035	ACFX 69270	
	58570035	ACFX 69271	
FINA OIL AND CHEMICAL COMPANY			27
AIR LIQUIDE AMERICA CORP	3795	ACFX 5163	
	3795	ACFX 85183	
AIR LIQUIDE AMERICA CORP			2
FARMLAND INDUSTRIES INC	46250004	ACFX 17230	
	46250004	ACFX 18981	
	46250011	ACFX 17143	
	46250011	ACFX 17211	
	46250011	ACFX 17213	
	46250011	ACFX 17238	

09-Mar-95

(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

Lessee	Contract/ Rider	Car Ident	Total Cars
	46250011	ACFX	17446
	46250011	ACFX	18577
	46250035	ACFX	17350
	46250035	ACFX	17352
	46250035	ACFX	17361
	46250035	ACFX	18890
	46250035	ACFX	18899
	46250055	ACFX	82672
FARMLAND INDUSTRIES INC			14
CEREAL FOOD PROCESSORS, INC	5380	ACFX	39477
	5380	ACFX	39479
	5436	ACFX	39474
	5436	ACFX	39475
	5436	ACFX	39476
CEREAL FOOD PROCESSORS, INC			5
COULTON CHEMICAL CORP	5447	ACFX	19001
	5447	ACFX	19193
	6077	ACFX	85479
	6077	ACFX	88470
COULTON CHEMICAL CORP			4
WATER POLLUTION CONTROL DIV	1702	ACFX	2357
WATER POLLUTION CONTROL DIV			1
CHINOOK GROUP	3697	ACFX	17775
	3697	ACFX	17873
	6178	ACFX	86379
	6178	ACFX	86381
CHINOOK GROUP			4
AMERICAN MAIZE PRODUCTS CO	3841	ACFX	51178
	3841	ACFX	51179
AMERICAN MAIZE PRODUCTS CO			2
FORMOSA PLASTICS CORP	4472	ACFX	80264
	4472	ACFX	80408
	4472	ACFX	85534
FORMOSA PLASTICS CORP			3
CELTRAN, INCORPORATED	4259	ACFX	339
	4259	ACFX	553
	4259	ACFX	563
	4259	ACFX	597
CELTRAN, INCORPORATED			4

09-Mar-95

(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

Lessee	Contract/ Rider	Car Ident	Total Cars
AKZO NOBEL CHEMICALS INC.	45100059	ACFX 89746	
	45100059	ACFX 89747	
	45100059	ACFX 89748	
	45100059	ACFX 89750	
	45100059	ACFX 89751	
	45100059	ACFX 89752	
	45100059	ACFX 89753	
	45100059	ACFX 89754	
	45100059	ACFX 89755	
	45100059	ACFX 89756	
	45100059	ACFX 89757	
AKZO NOBEL CHEMICALS INC.			11
SCM GLIDCO ORGANICS CORP.	40560007	ACFX 89275	
	40560007	ACFX 89276	
	40560007	ACFX 89281	
SCM GLIDCO ORGANICS CORP.			3
GOODYEAR TIRE & RUBBER CO	3230	ACFX 82716	
GOODYEAR TIRE & RUBBER CO			1
PIONEER CHLOR ALKALI COMPANY, INC	46990019	ACFX 88455	
	46990019	ACFX 88493	
	46990019	ACFX 88710	
	46990019	ACFX 89483	
	46990019	ACFX 89619	
PIONEER CHLOR ALKALI COMPANY, INC			5
MARTIN MARIETTA	6209	ACFX 88666	
	6209	ACFX 88798	
	6209	ACFX 88800	
	6209	ACFX 89441	
MARTIN MARIETTA			4
CANADIANOXY INDUSTRIAL CHEM	6024	ACFX 73699	
	6024	ACFX 86276	
CANADIANOXY INDUSTRIAL CHEM			2
ELF ATOCHEM NORTH AMERICA	9661	ACFX 85924	
	9661	ACFX 85925	
	9661	ACFX 85926	
	9661	ACFX 85927	
	9661	ACFX 85928	
ELF ATOCHEM NORTH AMERICA			5
TEXAS PETROCHEMICAL	0241	ACFX 18585	
	1464	ACFX 17367	

09-Mar-95

(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

Lessee	Contract/ Rider	Car Ident	Total Cars
	1464	ACFX	17373
	4303	ACFX	6710
	4761	ACFX	17274
	4761	ACFX	17275
	4761	ACFX	17276
	4761	ACFX	17277
	7400	ACFX	18587
	7400	ACFX	80170
TEXAS PETROCHEMICAL			10
PHILLIPS PETROLEUM COMP	6020	ACFX	80484
PHILLIPS PETROLEUM COMP			1
HUNTSMAN CORPORATION	5917	ACFX	85053
	5917	ACFX	85064
HUNTSMAN CORPORATION			2
GEORGIA-PACIFIC CORP.	0143	ACFX	86197
	0143	ACFX	86198
	0143	ACFX	86199
	0143	ACFX	86200
	0143	ACFX	86201
	3601	ACFX	19461
	3601	ACFX	19462
GEORGIA-PACIFIC CORP.			7
MIDWEST AGRI COMMODITIES	5776	ACFX	78307
	5776	ACFX	82695
	5776	ACFX	84073
MIDWEST AGRI COMMODITIES			3
SUBURBAN PROPANE	7888	ACFX	17757
	7888	ACFX	17778
	7888	ACFX	17882
SUBURBAN PROPANE			3
SOLVAY MINERALS, INC.	6188	ACFX	89629
	6188	ACFX	89649
	6188	ACFX	89796
	6188	ACFX	89816
SOLVAY MINERALS, INC.			4
UNION CAMP CORPORATION	07900074	ACFX	83846
UNION CAMP CORPORATION			1
TELEDYNE WAH CHANG ALBANY	9333	ACFX	85852
	9333	ACFX	85853

09-Mar-95

(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

Lessee	Contract/ Rider	Car Ident	Total Cars
TELEDYNE WAH CHANG ALBANY	9333	ACFX 85854	3
WILSEY FOODS, INC. WILSEY FOODS, INC.	5482	ACFX 79538	1
COMINCO AMERICAN INC. COMINCO AMERICAN INC.	5662	ACFX 86286	1
CALUMET LUBRICANTS COMP CALUMET LUBRICANTS COMP	6049	ACFX 12638	1
CANTWELL ENTERPRISES INC	6202 6202 6269 6269 6269 6269	ACFX 81700 ACFX 87930 ACFX 81710 ACFX 81724 ACFX 82169 ACFX 87962	6
CANTWELL ENTERPRISES INC			
EPSILON PRODUCTS COMPANY EPSILON PRODUCTS COMPANY	5686	ACFX 39630	1
CHEM-USA CORP	6066 6066	ACFX 71139 ACFX 71140	2
CHEM-USA CORP			
LYONDELL-CITGO REFINING CO LYONDELL-CITGO REFINING CO	50710008	ACFX 89051	1
HOLTRACHEM MANUFACTURING CO, L.L. HOLTRACHEM MANUFACTURING CO, L.L.	6144	ACFX 19419	1
MAGNESIUM CORPORATION	2472 2472 2472 2472 2472 2472 2472	ACFX 85709 ACFX 85711 ACFX 85717 ACFX 85718 ACFX 85727 ACFX 85728 ACFX 85729	7
MAGNESIUM CORPORATION			
NATIONAL BEEF PACKING COMPANY	08000A 08000A 08000A 08000A 08000A	ACFX 81723 ACFX 82003 ACFX 82181 ACFX 82211 ACFX 82243	

09-Mar-95

(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

Lessee	Contract/ Rider	Car Ident	Total Cars
	08000A	ACFX 82343	
	08000A	ACFX 82575	
	08000A	ACFX 82627	
	08000A	ACFX 83586	
NATIONAL BEEF PACKING COMPANY			9
TIGER TANKLINES INC.	6040	ACFX 71137	
	6040	ACFX 71138	
TIGER TANKLINES INC.			2
TETRA TECHNOLOGIES, INC.	6204	ACFX 88079	
	6204	ACFX 88505	
	6204	ACFX 89443	
	6204	ACFX 89449	
	6204	ACFX 89451	
	6204	ACFX 89455	
	6204	ACFX 89460	
	6204	ACFX 89461	
TETRA TECHNOLOGIES, INC.			8
REDSTAR YEAST & PRODUCTS	5930	ACFX 84299	
REDSTAR YEAST & PRODUCTS			1
WESTLAKE MONOMERS CORPORATION	58720002	ACFX 80188	
	58720002	ACFX 80191	
	58720002	ACFX 80194	
	58720002	ACFX 80196	
	58720002	ACFX 80206	
WESTLAKE MONOMERS CORPORATION			5
UTAH CENTRAL RAILWAY COMP	5969	ACFX 71135	
	5969	ACFX 71136	
UTAH CENTRAL RAILWAY COMP			2
VICKSBURG CHEMICAL COMP	6654	ACFX 19298	
VICKSBURG CHEMICAL COMP			1
TOTAL			186